

PROJECT ID 2545-05-01/71
HAMPTON AVENUE INTERSECTION WITH SANTA MONICA BOULEVARD

COST SHARING AGREEMENT BETWEEN THE CITY OF MILWAUKEE
AND THE VILLAGE OF WHITEFISH BAY

Between the City of Milwaukee, hereinafter called "Milwaukee", and the Village of Whitefish Bay, hereinafter called "Whitefish Bay", relating to the reconstruction of traffic control facilities at the intersection and on the approaches to the intersection of E. Hampton Avenue and N. Santa Monica Boulevard. The limits of the area under consideration are shown on exhibit RSM 1A Conceptual Safety Improvements:

In consideration of the mutual promises of each community made to the other and other good and valuable considerations and the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth, it is mutually agreed and understood by and between the two communities that uniform traffic control facilities shall be designed, reconstructed and maintained in that area previously described, and conceptually as shown on Exhibit RSM 1A Conceptual Safety Improvements.

The intersection of Hampton Avenue and Santa Monica Boulevard is generally funded with 90% Highway Safety Improvement Program (HSIP) Funds and 10% local municipal funds. This applies for both preliminary engineering and construction. Costs in excess of the Federal caps shown in the State/Municipal Agreement (SMA) are the sole responsibility of the municipal agencies, in this case, the Village of Whitefish Bay and the City of Milwaukee. Funds for real estate required for construction

purposes are 100% municipal.

Whitefish Bay's estimated share of the project design cost is \$12,318. Milwaukee's estimated share of the project design cost is \$4,106. Milwaukee will pay its share of the actual design costs for the subject project at the written request of Whitefish Bay, who, as the lead agency in the billing process, will review the monthly billings prepared, and bill Milwaukee as the design progresses. Milwaukee's share of the design cost, is based on the jurisdictional boundary, and is determined to be 25 percent.

The Village of Whitefish Bay agrees to consult with and seek concurrence with the City of Milwaukee regarding any additional or unforeseen items that would result in additional design costs in excess of 10% of the SMA amount.

Milwaukee's estimated share of the project real estate acquisition costs is \$0.00. Any real estate acquisition activities including but not limited to, title searches, plat preparation, filing costs, sales study, staking, appraisals, appraisal review, negotiations, and payments, will be 100% funded by Whitefish Bay.

Whitefish Bay's estimated share of the project construction cost is \$106,836.75. Milwaukee's estimated share of the project construction cost is \$35,612.25. Milwaukee will pay its share of the actual construction and construction engineering costs for the subject project at the written request of Whitefish Bay, who, as the lead agency in the billing process, will review the monthly billings prepared and distributed by the Wisconsin Department of Transportation (WisDOT), and bill Milwaukee its

share as the project progresses. Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared with the WisDOT, will be paid for, in full, by the respective municipality. Milwaukee's estimated share of the construction cost participation, is based again on the jurisdictional boundary, and is determined to be 25 percent.

The final roadway construction costs for each municipality will be based on actual measured quantities within each respective municipality and the prorating of lump sum items, where applicable.

Whitefish Bay agrees to consult with and seek concurrence with Milwaukee for any scope changes or field change orders that would result in additional construction costs to Milwaukee after the project had been awarded.

Construction engineering costs and State review costs will be prorated between each municipality using final construction costs in each municipality as the percentage of the proration.

If Milwaukee's final actual share for construction and construction engineering costs is less than the paid amount to-date, the difference will be refunded to Milwaukee; if Milwaukee's final actual share is greater than the amount paid to-date, Milwaukee will be billed for the balance of their share.

Cost sharing for maintenance of roadway related drainage items (mainline sewers, laterals, and other appurtenances) will be subject to a separate agreement to be determined and entered into upon a mutually agreeable design, where applicable.

The costs for any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.

I.MAINTENANCE RESPONSIBILITY

- a. Whitefish Bay will assume routine maintenance responsibilities (lamp renewal, cleaning, lens replacement, controller servicing, etc.) for the entire traffic control signal installation and pay for same.
- b. Whitefish Bay will make all necessary repairs and replacements to equipment which is damaged or which fails to function properly, and will pay seventy-five percent (75%) of the cost of such repair and replacement of material.
- c. Milwaukee agrees to pay twenty five percent (25%) the operation cost (electrical energy) for the traffic control signals at the subject intersection.

d. Milwaukee agrees that Whitefish Bay is to perform necessary repairs and replacements to all traffic control signal equipment which is damaged or which fails to function properly, and agrees to pay twenty- five percent (25%) of the cost to Whitefish Bay for the repair and replacement of equipment, including the cost of labor, material and maintenance equipment services, except for the routine maintenance, as listed under "I. b."

e. Milwaukee agrees to notify Whitefish Bay of any damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices.

f. Milwaukee agrees that Whitefish Bay is to perform all work related to the operation of traffic control signals at the subject intersection after the installation has been completed and placed in operation, as outlined in this agreement, except such immediate emergency measures as may need to be taken.

g. If at some future time, a change in intersection geometrics occurs necessitating relocation of traffic control signals or related traffic control facilities and devices from Milwaukee to Whitefish Bay, or vice-

versa, seventy-five percent (75%) of the cost of removal and relocation and seventy-five percent (75%) of the cost of such relocated equipment shall be charged to Whitefish Bay.

h. Milwaukee agrees that Whitefish Bay shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined in collaboration with the Whitefish Bay Police Department and Whitefish Bay Public Works.

i. Whitefish Bay agrees to pay seventy-five percent (75%) of the cost of any replacement or addition of control equipment necessary because of revised operational patterns.

II. OWNERSHIP AND RESPONSIBILITY.

After installation, all of the materials installed shall become the property of the municipality in which it is installed.

III. PAYMENTS.

All payments due under this agreement shall be paid within thirty (30) days after receipt of invoice of same.

IV. LIABILITY.

Whitefish Bay shall be required to request layouts of

Milwaukee's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. Whitefish Bay shall be required to take precautionary measures to avoid damage to such underground facilities.

Milwaukee shall supply Whitefish Bay with a complete record of the existing underground structures and facilities as such change or revisions are made.

In the event any person or persons make claim for injury or damages arising from an alleged malfunctioning of the said traffic control facilities, Whitefish Bay shall defend against such claims and shall assume liability, if any, provided however, that if and in the event that any such claim is based on a street defect (Section 81.15 of the Wisconsin Statutes), the defense and the liability, therefore, shall be the obligation of the municipality in which the alleged defect was located.

V. DURATION.

This contract shall continue and be in force indefinitely, unless terminated on six (6) months' written notice of either municipality to the other.

VI. This agreement supersedes, rescinds, and replaces all previous agreements which may have been entered into by Milwaukee and Whitefish Bay, regarding installation, operation, and maintenance of traffic control signals and related facilities, at the

intersection of E. Hampton Avenue and N. Santa Monica
Boulevard.

IN WITNESS WHEREOF, the parties by their duly authorized
officers have hereunto set their hands and seals on the 16
day of June, 2025.

Signed and sealed in
presence of:

Erin M Granstrom
Deputy Clerk

Erin M Granstrom

VILLAGE OF WHITEFISH BAY,
a municipal corporation (Seal)

[Signature]
Village President

Jaimie Knuegen
Village Clerk/Treasurer

Signed and sealed in
presence of:

CITY OF MILWAUKEE, a
municipal corporation (Seal)

Commissioner of Public Works

Comptroller